

ABI Nurseries Limited Childcare Contract Terms and Conditions



Definitions: -

You – You as the parent/Carer of the child

Child – The child that care is provided for

Contract – A contract between you and ABI Nurseries Limited in which ABI Nurseries will provide childcare services for your child in accordance with ABI Nurseries Policy and Procedures and Childcare Contract Terms and Conditions

Staff – An employee of ABI Nurseries Limited

Us/Company – ABI Nurseries Limited T/A the Akhter Early Learning Centre Nursery and Preschool

The Centre – The Akhter Early Learning Centre or Akhter ELC

FEED – Government Free Early Education Entitlement

1. All fees are set out in the attached Fee Schedule. You will be charged for each session that is booked. If your child does not attend, you will still be required to pay for that session. This includes but is not limited to Bank and Public Holidays, staff training and any closure of the Centre that is beyond our control.
2. The Centre closes for a week between Christmas and New Year. Session fees will be charged at half the normal rate during this period. Closure dates will change year to year. Sessions that fall on Bank or Public holidays during the Christmas closure are charged at full rate.
3. Any changes to the Contract terms and conditions or the Fee Schedule will be done so with one month's written notice to you.
4. Fees are due on the 1st day of every month in advance unless otherwise agreed in writing. Payment can be made via cash, cheque, credit or debit card or bank transfer. Where the 1st day is a weekend, payment is due the last working day before. If payment is not received by the due date, the Company may take but is not limited to, the following actions;
 - Add a late payment fee to your account. See Fee Schedule for current charges.
 - Suspend your child's place until the overdue amount is paid in full. You will still be charge for booked sessions during the suspension period.
 - If the over-due amount is for food only, re-arrange your child sessions to avoid meal times.
 - Commence legal action to recover the debt.
 - Terminate your Contract if any fees remain outstanding over 60 days.
5. Any cheques returned to the Company as unpaid will result in a £20 penalty to you.
6. If your child is taken ill during the day, we will contact you to arrange collection in line with the Company's Communicable Diseases Policy. Your fees for the day will still apply.
7. If you are late collecting your child, a late collection fee will apply for every 15 minutes that you are late. Minutes will be rounded up to the nearest 15 minutes. Late collection fees are payable by the 1st day of the following month. See Fee Schedule for current charges.
8. A deposit equivalent to two weeks private fees or £200 (whichever is the lower amount) is required before your child starts. If your private fees increase you may be asked to increase your deposit. Your deposit will be returned at the end of the Contract period however the Company reserves the right to use the deposit to pay off any balance remaining on your account at the end of the Contract period.
9. The Company can terminate this Contract in the following ways: -
 - We can write to you giving 2 months' notice.
 - We can terminate immediately should you or any person responsible for your child, become abusive, aggressive or in any way, endanger staff, children or parents.
 - If any fees are outstanding over 60 days.
10. You can terminate this Contract, defer the start date or reduce your child's attendance by giving one month's written notice which we must confirm receipt thereof by return letter/e-mail.
11. Should your child not start, you will be liable for the first month's fees and your deposit will not be refunded.

12. If your child receives FEEE funding and your child leaves the Centre before headcount day, you will be liable to reimburse the Company (at the applicable FEEE rate) for any funded sessions booked up to and including the headcount day for that term.
13. If for what-ever reason the Company is unable to claim your child's FEEE funding from the local authority as a result of incorrect or false information you have provided, you will be liable for reimbursing the Company (at the applicable FEEE rate) for any funded sessions booked for that term before it became apparent that the Company was unable to claim funding for your child.
14. If you are claiming 30 hours extended FEEE funding you must notify the Company in writing immediately if you suspect or know that you are no longer eligible to claim 30 hours extended FEEE funding.
15. FEEE funding does not cover the cost of;
 - Meals – Parents/Carers who not wish to pay for meals may provide their child with a packed lunch subject to the conditions contained in our Packed Lunch Policy Appendix A 'Packed Lunch Parent and Carer Responsibilities'
 - Nappies and wipes. Parents/Carers should provide their own nappies and wipes for their child.
 - Certain activities. All chargeable activities are voluntary.
16. If you book extra sessions, 48 hours' notice is required if you wish to cancel. If you fail to do so, the fees will stand.
17. Should your child suffer from any infectious or contagious disease, you must inform us immediately in writing (or via telephone in an emergency).
18. Please make sure all items brought in by your child are clearly labelled with your child's name. It is expected that clothing may become dirty during normal activities and therefore it is advisable to dress children in old clothes. If required for hygiene purposes, we will attempt to clean any clothes should they become soiled. The Company and its staff are not liable for any loss or damage to any items brought in by you or your child.
19. Should your child need administration of prescribed medicines for an on-going illness or condition, we will require you to confirm this in writing along with hospital letters of clear diagnosis and a list of medications mentioned/required for us to give during your child's time here. This condition extends to children with allergies. A letter from a professional will support our cook, children and staff when dealing with many foods and through learning activities which includes food handling.

Short term medication; should your child need administration of prescribed medicines; we will require you to confirm this in writing.

Any medication that are given less than 3 times a day should be given at home.

We reserve the right to make suitable medical decisions and seek medical assistance should you or the authorised contacts on your registration form be unavailable. We also reserve the right to refuse to administer of some medications without hospital/Doctors' letters (professionals' letters).
20. Should you employ a member of staff within one year of the staff member leaving the Company, you will be liable to pay us the equivalent of 3 months' salary at the gross rate they left the Company on.
21. Should we feel your child is at risk, we reserve the right to take appropriate actions.
22. The Company shall not be liable for any losses or charges incurred by you resulting from but not limited to; the closure of the Centre, refusal of entry for your child or any breach of our terms and conditions and/or of our policies.
23. This Contract is valid until the child's 5th birthday, on this day the Contract will terminate.
24. Force Majeure - Every effort will be made to carry out the Contract but its due performance is subject to cancellation by the Company or to such variation as we may find necessary as a result of the Company's inability to secure labour, materials or supplies or as a result of any act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Disease, Legislation, or other cause (whether of the foregoing class or not) beyond the Company's control.

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The above terms and conditions together with the Company's policies and procedures form your Contract with ABI Nurseries Limited (trading as the Akhter Early Learning Centre Nursery and Preschool) for the supply of childcare services.

IMPORTANT: By signing below, you are confirming that;

- you wish to enter into a Contract with ABI Nurseries Limited to provide childcare services for your child
- you have received a copy of the ABI Nurseries Limited Contract Terms and Conditions
- you have received a copy of the ABI Nurseries Limited GDPR Privacy Notice and consent to ABI Nurseries sharing your/your child's data with the organisations listed on page 4 of the GDPR Privacy Notice.
- you agree to comply with the aforementioned Contract Terms and Conditions

Signed

Print Name

Child Name

Date